

AGREEMENT

September 5, 1923

Town of Southboro & Pilgrim Congregational Church
as to water pipes and part of horse sheds

Town of Southborough to Pilgrim Congregational Church

Received March 6, 1907 Worcester District
Registry of Deeds
Book 1849 Page 102

THIS INDENTURE made this *first* day of *March* 1907, between the Town of Southborough, acting by its Board of Selectmen,- Charles F. Choate Jr., John J. Henderson and Francis D. Newton, party of the first part, and the Pilgrim Congregational Church, a corporation duly organized and existing under the laws of the Commonwealth, by its Committee,- Charles Temple, Henry A. McMaster and Alexander C. Eastman, thereunto duly authorized, party of the second part.

WITNESSETH:

That Whereas certain questions have been raised with reference to the title to the lands about the Town House, the Pilgrim Congregational Church and to the rear of said buildings, the land comprised in the old cemetery, situated to the east of the Pilgrim Congregational Church, and the land comprised in the Common, south of the Pilgrim Congregational Church and the Town Hall, all within the Town of Southborough, and it is desired by the parties hereto that the question of title shall be settled for all time.

NOW THEREFORE the said Town of Southborough, acting by its Committee aforesaid thereunto duly authorized, in consideration of one dollar and other valuable considerations, receipt whereof is now acknowledged, does hereby remise, release and quitclaim unto the Pilgrim Congregational Church and its successors, all its right, title and interest in and to all the lands around said Pilgrim Congregational Church, more particularly bounded and described as follows:

Beginning at a point on the westerly side of the town road by the Town Common; thence by a line bearing north eighty degrees thirty minutes west eighty-eight feet, said line is parallel to and six feet northerly from the northerly

end of the Church building standing on the premises herein described; thence by a curved line to the left with a radius of thirty-four feet, fifty-six and four tenths feet; thence by a line bearing south four degrees thirty minutes west seventeen and five tenths feet; thence by a curved line to the left with a radius of thirty-five and five tenths feet, eighteen and nine-tenths feet; thence by a line bearing south twenty-nine degrees east about seventy-one feet to the westerly side of the town road aforesaid. All of the above described lines being by the Town Common; thence by the aforesaid town road northerly about one hundred and forty-seven feet to the place of beginning. Containing nine thousand six hundred and fifty-five square feet more or less. Intending to conform to a plan drawn by Jas. F. Bigelow, C. E. dated February, 1907. Together with the right to use the horse-sheds to be provided by the Town for the use of its inhabitants, and the right to pass from the street or Church grounds above described to and from the sheds, and the right in case of necessary rebuilding or repairs to erect temporary staging and ladders outside said released land.

And the Pilgrim Congregational Church, by its Committee aforesaid, thereunto duly authorized, in consideration of one dollar and other valuable considerations, receipt whereof is now acknowledged, does hereby remise, release and quitclaim unto the Town of Southborough and its successors all its right, title and interest in and to all the land lying about the Town House, Pilgrim Congregational Church and to the rear of said buildings, and the land included in the old cemetery to the east of the Pilgrim Congregational Church, and all the land included in the Common south of the Town House and the Pilgrim Congregational Church, excepting the land hereinbefore described as released by the Town to said

Pilgrim Congregational Church reserving, however, the right to use the horse-sheds erected or hereafter to be erected by said Town of Southborough for the accommodation of its inhabitants, and the right in case of necessary rebuilding or repairs to erect temporary staging and ladders outside said released land. All said lands are shown upon the plan attached hereto, a copy of which is to be recorded herewith, by Jas. F. Bigelow, C. E. dated February, 1907.

And in consideration of the foregoing mutual releases and of other valuable considerations to it paid, the said Town of Southborough hereby agrees for itself and its successors that it will maintain suitable horse-sheds on the land to the rear of the Pilgrim Congregational Church and the Town House for the accommodation of at least twelve teams, and will keep the grounds hereby released to the Church in proper condition.

And the said Pilgrim Congregational Church hereby agrees for itself and its successors that the said Town of Southborough may enter upon the grounds herein released to said Church and care of them and cultivate and plant the same as in the judgment of its Town House or other similar Committee for the time being may deem proper, and that it and its members will submit to all reasonable regulations established by said Committee, or other similar Committee, for the use and preservation of the grounds about the Town House and the Church.

And the said Pilgrim Congregational Church further agrees for itself and its successors that if the use of the land hereby released to it shall at any time be abandoned for Church purposes its rights to said land shall thereupon terminate and so far as it is able it will release and convey said property to the Town of Southborough.

IN WITNESS WHEREOF the said Town of Southborough has

caused these presents to be executed and its corporate seal to be hereto affixed by its Committee aforesaid thereunto duly authorized, and the said Pilgrim Congregational Church has caused these presents to be executed by its Committee aforesaid thereunto duly authorized.

Town of Southborough
By Chas. F. Choate }
John J. Henderson }
Francis D. Newton } Selectmen



Charles Temple } Committee
Henry A. Monaster } of
Alexander C. Eastman } Pilgrim Congregational Church



Commonwealth of Massachusetts.

Worcester ss. May 4 1907. Then personally appeared the above-named Francis D. Newton

and acknowledged the foregoing instrument to be the free act and deed of the Town of Southborough and the Pilgrim Congregational Church, before me-

Chas. L. Fairbanks
Justice of the Peace.

Worcester, ss. March 6, 1907, at 8 h. 30m. A.M.
Received and Entered with Worcester District Deeds Book 1849 Page 102 .

Attest: *Letitia M. Hubbard*
Register.



Handwritten signature and text, likely a deed or agreement, including the name 'H. H. Hubbard'.

2405

Town of Southborough

to

Pilgrims Cong^l Church

1.05^{fr}

RECEIVED
AT 8.30 A. M.

MAR 6 1907

WORCESTER DISTRICT
REGISTRY OF DEEDS.
BOOK 1849 PAGE 102

CHOATE, HALL & STEWART,
508 SEARS BUILDING,
BOSTON, MASS.

sent Compared.

5009

With the church
as a rule the
churches to be kept
in fact in use

THE
UNIFORM CONTRACT.

FORM 19642-S.

FORM OF CONTRACT

ADOPTED AND RECOMMENDED FOR GENERAL USE

BY THE

AMERICAN INSTITUTE OF ARCHITECTS

AND THE

NATIONAL ASSOCIATION OF BUILDERS.

Copyrighted 1905 by the American Institute of
Architects, Washington, D.C. E. G. Soltmann,
N. Y., Licensee for Exclusive Publication.

This Agreement, made the tenth day of
August in the year one thousand nine hundred and eight by and between
Thomas P. Hurley, 186 Main Street, Marlboro, Massachusetts,

party of the first part (hereinafter designated the Contractor), and
The Town of Southboro, Massachusetts,

party of the second part (hereinafter designated the Owner),

Witnesseth that the Contractor, in consideration of the agreements herein made by the Owner, agrees with the said Owner as follows:

ARTICLE I. The Contractor shall and will provide all the materials and perform all the work for the
erection and completion of horse sheds in the rear of the
Town Hall, Southboro, Massachusetts,

all as shown on the drawings and described in the specifications prepared by
Charles W. Baker, 6 Hancock Avenue, Boston, Massachusetts,
Architect, which drawings and specifications are identified by the signatures of the parties hereto, and become hereby a part of this contract.

ART. II. It is understood and agreed by and between the parties hereto that the work included in this contract is to be done under the direction of the said Architect, and that his decision as to the true construction and meaning of the drawings and specifications shall be final. It is also understood and agreed by and between the parties hereto that such additional drawings and explanations as may be necessary to detail and illustrate the work to be done are to be furnished by said Architect, and they agree to conform to and abide by the same so far as they may be consistent with the purpose and intent of the original drawings and specifications referred to in Art. I.

It is further understood and agreed by the parties hereto that any and all drawings and specifications prepared for the purposes of this contract by the said Architect are and remain his property, and that all charges for the use of the same, and for the services of said Architect, are to be paid by the said Owner.

ART. III. No alterations shall be made in the work except upon written order of the Architect; the amount to be paid by the Owner or allowed by the Contractor by virtue of such alterations to be stated in said order. Should the Owner and Contractor not agree as to amount to be paid or allowed, the work shall go on under the order required above, and in case of failure to agree, the determination of said amount shall be referred to arbitration, as provided for in Art. XII of this contract.

ART. IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architect or his authorized representatives; shall, within twenty-four hours after receiving written notice from the Architect to that effect, proceed to remove from the grounds or buildings all materials condemned by him, whether worked or unworked, and to take down all portions of the work which the Architect shall by like written notice condemn as unsound or

improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

ART. V. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect, the Owner shall be at liberty, after three days written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or hereafter to become due to the Contractor under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the Contractor *he* shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractor; but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive upon the parties.

ART. VI. The Contractor shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated, to wit:

with all reasonable rapidity consistent with good workmanship

[Substitute for Art. VII adopted and recommended by A. I. A. and N. A. of B.]

ART. VII. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, or of the Architect, or of any other contractor employed by the Owner upon the work, or by any damage caused by fire or other casualty for which the Contractor is not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

ART. VIII. The Owner agrees to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractor, agrees that *he* will reimburse the Contractor for such loss; and the Contractor agrees that if *he* shall delay the progress of the work so as to cause loss for which the Owner shall become liable, then *he* shall reimburse the Owner for such loss. Should the Owner and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Art. XII of this contract.

ART. IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be *One Thousand*

Five Hundred Twenty-seven (\$1597.00) Dollars

subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the Owner to the Contractor, in current funds, and only upon certificates of the Architect, as follows:

on the first day of each month 85% of value of labor and materials incorporated in the building, on the presentation of a certificate issued by the Architect; material on the ground but not incorporated in the work shall not be considered in making payments.

The final payment shall be made within thirty-one days after the completion of the work included in this contract, and all payments shall be due when certificates for the same are issued.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify himself against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor's default.

ART. X. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ART. XI. The Owner shall during the progress of the work maintain insurance on the same against loss or damage by fire, _____ the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and to be made payable to the parties hereto, as their interest may appear.

ART. XII. In case the Owner and Contractor fail to agree in relation to matters of payment, allowance or loss referred to in Arts. III or VIII of this contract, or should either of them dissent from the decision of the Architect referred to in Art. VII of this contract, which dissent shall have been filed in writing with the Architect within ten days of the announcement of such decision, then the matter shall be referred to a Board of Arbitration to consist of one person selected by the Owner, and one person selected by the Contractor, these two to select a third. The decision of any two of this Board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

In Presence of _____

Thomas P. Stanley

*The Board of Selectmen of Southborough
By Francis D. Newton
Chairman*



Office Copy.

THE
UNIFORM CONTRACT

FORM OF CONTRACT

ADOPTED AND RECOMMENDED FOR GENERAL USE BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS.
REVISED 1905.

AGREEMENT

BETWEEN

Thomas P. Curley Contractor,
AND
The Town of Southboro Owner,
FOR
House Sheds

Boston, August 10, 1908.

ARCHITECT

Charles W. Baker.

AMOUNT OF CONTRACT

\$1594.75

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BY THE AMERICAN INSTITUTE OF ARCHITECTS, WASHINGTON, D. C.

LICENSEE FOR EXCLUSIVE PUBLICATION

E. G. SOLTSMANN,

125 EAST 42D STREET, NEW YORK, N. Y.

(Form 19642-S.)

CHARLES M. BAKER
ARCHITECT
6 HANCOCK AVENUE
BOSTON, MASS

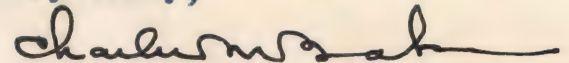
August 20, 1908.

John T. Burnett, Esq.,
Southboro, Mass.

Dear Sir-

I am sending you herewith the plan and contract for sheds at Southboro signed by T. P. Hurley. Will you please have your Board sign the contract and drawing under Hurley's name, retain one copy of contract for your own records and return other two copies and plan to me I am sending you herewith my bill for services to date.

Yours very truly,



Enclosures.

Dic. C. M. B.

In consideration of the mutual covenants herein contained, the Inhabitants of the Town of Southboro, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, do hereby grant to the Pilgrim Congregational Church, a charitable or religious organization in said Town of Southboro, the right to lay, maintain, operate, repair and remove a pipe from the well, near the Town Hall, to said Pilgrim Congregational Church building, and to pump therefrom water for the necessary and convenient uses in said church building, said pipe to be dug down at least two feet. Any damage to lawns, roads and the like, caused by laying, operating, repairing or removing said pipe shall be restored and made good by the said Pilgrim Congregational Church.

It is especially provided and agreed, however, that no rights of prescription or other rights or easements of any kind whatsoever, shall be acquired by the said church in connection with the laying, maintaining or use of said pipe.

It is further provided that this license may be revoked at any time by six months' notice in writing from the Selectmen of the Town of Southboro to an officer of said church within which period of six months the said church shall then remove said pipe and restore the premises to its former condition.

In consideration of the premises, the said Pilgrim Congregational Church hereby releases to the Inhabitants of the Town of Southboro the right to use three of the stalls in the horse-sheds, owned by the Town, in the rear of the Town Hall, and the Town may erect and maintain doors on the said three stalls, and keep the same fastened and locked for the protection of such Town property as may be stored therein, and may repair or renew the same, and may remove said doors when no longer used or needed by said Town.

IN WITNESS WHEREOF, the said Inhabitants of the Town of Southboro have caused this instrument to be signed by their selectmen, thereunto duly authorized, and the said Pilgrim Congregational Church has caused its name to be affixed by its proper officers thereunto duly authorized this *fifth* day of *September* Nineteen hundred and twenty-three.

Inhabitants of the Town of Southboro
By

Raymond H. Chivers

Francis D. Ventres

Joseph B. Choate
Selectmen.

Pilgrim Congregational Church
By

Walter B. Brewer

Erwin L. Smith Treas.

TOWN OF SOUTHBORO
and

PILGRIM CONGREGATIONAL CHURCH

A G R E E M E N T
Dated - 1923
as to water pipes and part
of horse sheds

Law Offices of
Quessett, Halloran, Furuhum & Draper
15 State Street
Boston, Mass.

THIS AGREEMENT made this 27th day of September, 1934 by and between Grace F. Barker of Southboro, Mass. and the Selectmen of said Town, representing the inhabitants thereof

W I T N E S S E T H that

WHEREAS the said Grace F. Barker has this day conveyed a certain parcel of land to the inhabitants of the Town of Southboro on the easterly side of Newton Street, and

WHEREAS the said Grace F. Barker desires a retaining wall built by said Town over a distance of approximately fifty (50) feet beginning on East Main Street and extending northerly on the boundary between said parcel and premises of said Grace F. Barker

NOW THEREFORE, the said Selectmen, in behalf of the inhabitants of said Town, hereby agree to build a suitable retaining wall to a height equal to the present surface of the land of said Grace F. Barker along the line before mentioned and approximately fifty (50) feet in length and in consideration therefor the said Grace F. Barker for herself, her heirs, executors, administrators and assigns, hereby releases the inhabitants of the Town of Southboro from any responsibility or liability for the construction, maintenance or repair of any other fences or retaining walls along the line dividing said parcel from said land of Grace F. Barker, and hereby agrees to construct, maintain and repair any fences or walls necessary or convenient along said division line.

IN WITNESS WHEREOF the said Grace F. Barker has hereunto set her hand and seal, and the said Selectmen have hereunto set their hands and caused to be attached the official seal of the Town the day and year first above written.

Witness:-

John E. Barker

Grace F. Barker



{ Raymond H. Oveson
Francis D. Norton
Joseph B. Choate
Selectmen of Southboro

W. H. W.

2. *Chloris*

Transmembrane

W. B. Lewis

7/10/1911

1900

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RECEIVED

RECEIVED

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COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

September 27th - 1924.

Then personally appeared Grace F. Barker and acknowledged the foregoing instrument by her subscribed to be her free act and deed,

Before me,

Raymond H. Oveson

Justice of the Peace

My commission expires Jan. 31, 1931

03250

Grace F. Barber

Agreement

Oct. 9 1924

10 57 A

2349

352

Compared



TOWN OF SOUTHBOROUGH

SELECTMEN'S OFFICE

SOUTHBOROUGH, MASS.

July 7, '28.

Department of Public Works,

State House, — Boston, Mass.,

Gentlemen:

The Board of Selectmen of Southborough have approved of the renewal of Permit No. 8612, covering a sign 8 x 4 feet, located on west side of Boston Road, on property of William F. Onthank.

Yours very truly,

Clerk, Board of Selectmen.

List of Renewable Permits for Advertising Signs, 1928

SOUTHBORO

Permit No.

6612 A sign 8 x 4 feet, filed by the F. H. Birch Co.,
and located on west side of Boston Road, 50 feet
south of point opposite E. E. I. pole 304/586,
near Willow St., property of William F. Onthank.

THE COMMONWEALTH OF MASSACHUSETTS

Department of Public Works

State House, Boston, Mass.

Chairman, Board of Selectmen

Southboro, Mass.

Dear Sir:

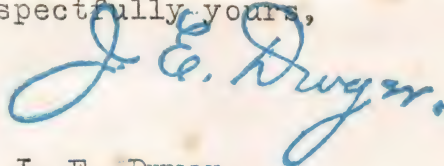
Enclosed find list of applications for renewals of permits applied for through this office to maintain existing billboards or signs in Southboro

--RULES AND REGULATIONS--

"Sec. 2-D Upon receipt by the Division of an application for a permit to post, erect or maintain a billboard, sign or other advertising device under this section, notice thereof will be sent by the Division to the city or town where such billboard, sign or other advertising device is to be maintained. If the city or town objects to the maintenance, it shall, within thirty (30) days from the date of said notice, file with the Division its objections, in writing and thereupon the Division will notify the applicant, who will be allowed ten (10) days from the date of such notice to file reasons, if any, why a renewal permit should be granted. A hearing may be given by the Division before final action is taken upon such applications for renewals."

Please notify the Division in writing whether you approve or disapprove the renewal applications for permits withing 30 days from date of this notice.

Respectfully yours,



J. E. Dwyer,
Inspector of Outdoor Advertising

JR

THE
UNIFORM CONTRACT

FORM OF CONTRACT

ADOPTED AND RECOMMENDED FOR GENERAL USE
BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS

This Agreement, made the twenty-sixth day of
July in the year one thousand nine hundred and twenty-nine by and between
Irving P. Rocheford of Framingham, County of Middlesex, Commonwealth of
Massachusetts

..... party of the first part (hereinafter designated the Contractor), and
The Town of Southborough, County of Worcester in said Commonwealth in its
corporate capacity by its School Building Committee consisting of H. E.
Banfill, M. E. McMay, H. D. Eaton, G. H. Burnett and C. F. Choate, duly
authorized by a vote of said Town

..... party of the second part (hereinafter designated the Owner),

Witnesseth that the Contractor , in consideration of the agreements herein made by the Owner ,
agree with the said Owner as follows:

ARTICLE I. The Contractor shall and will provide all the materials and perform all the work for the
General construction of a school building located on the Peters High School
lot in the Town of Southborough, Massachusetts.

..... as shown on the drawings and described in the specifications prepared by
Charles M. Baker, 25 Arch Street, Boston, Massachusetts,
Architect, which drawings and specifications are identified by the signatures of the parties hereto, and
become hereby a part of this contract.

ART. II. It is understood and agreed by and between the parties hereto that the work included in
this contract is to be done under the direction of the said Architect, and that his decision as to the true
construction and meaning of the drawings and specifications shall be final. It is also understood and agreed
by and between the parties hereto that such additional drawings and explanations as may be necessary
to detail and illustrate the work to be done are to be furnished by said Architect, and they agree to conform
to and abide by the same so far as they may be consistent with the purpose and intent of the original draw-
ings and specifications referred to in Art. I.

It is further understood and agreed by the parties hereto that any and all drawings and specifications
prepared for the purposes of this contract by the said Architect are and remain his property, and that all
charges for the use of the same, and for the services of said Architect, are to be paid by the said Owner.

ART. III. No alterations shall be made in the work except upon written order of the Architect; the
amount to be paid by the Owner or allowed by the Contractor by virtue of such alterations to be stated
in said order. Should the Owner and Contractor not agree as to amount to be paid or allowed, the
work shall go on under the order required above, and in case of failure to agree, the determination of said
amount shall be referred to arbitration, as provided for in Art. XII of this contract.

ART. IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the
inspection of the work by the Architect or his authorized representatives; shall, within twenty-four hours
after receiving written notice from the Architect to that effect, proceed to remove from the grounds or
buildings all materials condemned by him, whether worked or unworked, and to take down all portions

of the work which the Architect shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

Art. V. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect, the Owner shall be at liberty, after three days' written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the Contractor shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractor; but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive upon the parties.

Art. VI. The Contractor shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated, to wit:

Work to be completed as rapidly as is consistent with good work, entire work completed and ready for occupancy on December first, 1929.

Art. VII. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, of the Architect, or of any other contractor employed by the Owner upon the work, or by any damage caused by fire or other casualty for which the Contractor is not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

Art. VIII. The Owner agrees to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractor, agree that if he shall delay the progress of the work so as to cause loss for which the Owner shall become liable, then he shall reimburse the Owner for such loss. Should the Owner and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Art. XII of this contract.

Art. IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be THIRTY THOUSAND FIVE HUNDRED

SEVENTY NINE (\$30,579.00) DOLLARS

subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the Owner to the Contractor, in current funds, and only upon certificates of the Architect, as follows:

On the tenth day of each month, eighty-five percent (85%) of the labor and materials incorporated in the building during the period next preceeding on the presentation of a certificate issued by the Architect.

The final payment shall be made within sixty-two (62) days after the completion of the work included in this contract, and all payments shall be due when certificates for the same are issued.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify them against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor default.

ART. X. It is further mutually agreed between the parties hereto that no certificate given or payment made under this contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

ART. XI. The Owner shall during the progress of the work maintain insurance on the same against loss or damage by fire, the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and to be made payable to the parties hereto, as their interest may appear.

ART. XII. In case the Owner and Contractor fail to agree in relation to matters of payment, allowance or loss referred to in Arts. III or VIII of this contract, or should either of them dissent from the decision of the Architect referred to in Art. VII of this contract, which dissent shall have been filed in writing with the Architect within ten days of the announcement of such decision, then the matter shall be referred to a Board of Arbitration to consist of one person selected by the Owner, and one person selected by the Contractor, these two to select a third. The decision of any two of this Board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

Art. XIII. The contractor will carry Employer's Liability and all insurance other than fire insurance.

The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

In Presence of

Town of Southborough
by Charles F. Choate
Herbert C. Sanfill
Harris W. Eaton
Michael E. McMay
Guy H. Buntz
Edward P. Rocheford



THE
UNIFORM CONTRACT

FORM OF CONTRACT

ADOPTED AND RECOMMENDED FOR GENERAL USE BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS

AGREEMENT

BETWEEN

Irving P. Rocheford

Contractor

AND

Town of Southborough

Owner

FOR

Southborough Grade School

Southborough,

Mass.

July 26, 19 29

ARCHITECT

Charles M. Baker

25 Arch Street, Boston, Massachusetts

AMOUNT OF CONTRACT

\$30,579.00

THE
UNIFORM CONTRACT

FORM OF CONTRACT

ADOPTED AND RECOMMENDED FOR GENERAL USE
BY THE
AMERICAN INSTITUTE OF ARCHITECTS
AND THE
NATIONAL ASSOCIATION OF BUILDERS

This Agreement, made the twenty-sixth day of
July in the year one thousand nine hundred and twenty-nine by and between
The Fay-Byrne Plumbing Co., of Marlborough, County of Worcester, Commonwealth
of Massachusetts

..... party of the first part (hereinafter designated the Contractor), and
The Town of Southborough, County of Worcester in said Commonwealth in its
Corporate capacity by its School Building Committee, consisting of H. E. Banfill,
M. E. McMay, H. D. Eaton, G. H. Burnett and C. F. Choate, duly authorized by
a vote of said Town

..... party of the second part (hereinafter designated the Owner),

Witnesseth that the Contractor , in consideration of the agreements herein made by the Owner ,
agree with the said Owner as follows:

ARTICLE I. The Contractor shall and will provide all the materials and perform all the work for the
Plumbing and Heating in a school building to be erected on the Peters High
School lot, in the Town of Southborough, Massachusetts

..... as shown on the drawings and described in the specifications prepared by
Charles M. Baker, 25 Arch Street, Boston, Massachusetts
Architect, which drawings and specifications are identified by the signatures of the parties hereto, and
become hereby a part of this contract.

ART. II. It is understood and agreed by and between the parties hereto that the work included in
this contract is to be done under the direction of the said Architect, and that his decision as to the true
construction and meaning of the drawings and specifications shall be final. It is also understood and agreed
by and between the parties hereto that such additional drawings and explanations as may be necessary
to detail and illustrate the work to be done are to be furnished by said Architect, and they agree to conform
to and abide by the same so far as they may be consistent with the purpose and intent of the original draw-
ings and specifications referred to in Art. I.

It is further understood and agreed by the parties hereto that any and all drawings and specifications
prepared for the purposes of this contract by the said Architect are and remain his property, and that all
charges for the use of the same, and for the services of said Architect, are to be paid by the said Owner.

ART. III. No alterations shall be made in the work except upon written order of the Architect; the
amount to be paid by the Owner or allowed by the Contractor by virtue of such alterations to be stated
in said order. Should the Owner and Contractor not agree as to amount to be paid or allowed, the
work shall go on under the order required above, and in case of failure to agree, the determination of said
amount shall be referred to arbitration, as provided for in Art. XII of this contract.

ART. IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the
inspection of the work by the Architect or his authorized representatives; shall, within twenty-four hours
after receiving written notice from the Architect to that effect, proceed to remove from the grounds or
buildings all materials condemned by him, whether worked or unworked, and to take down all portions

of the work which the Architect shall by like written notice condemn as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall make good all work damaged or destroyed thereby.

Art. V. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect, the Owner shall be at liberty, after three days' written notice to the Contractor, to provide any such labor or materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract; and if the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, the Owner shall also be at liberty to terminate the employment of the Contractor for the said work and to enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor; and in case of such discontinuance of the employment of the Contractor shall not be entitled to receive any further payment under this contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expense incurred by the Owner in finishing the work, such excess shall be paid by the Owner to the Contractor; but if such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive upon the parties.

Art. VI. The Contractor shall complete the several portions, and the whole of the work comprehended in this Agreement by and at the time or times hereinafter stated, to wit:

All work is to be done as rapidly as the construction of the building will permit and in such a manner as not to delay the work of other contractors.

Art. VII. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, of the Architect, or of any other contractor employed by the Owner upon the work, or by any damage caused by fire or other casualty for which the Contractor is not responsible, or by combined action of workmen in no wise caused by or resulting from default or collusion on the part of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all the causes aforesaid, which extended period shall be determined and fixed by the Architect; but no such allowance shall be made unless a claim therefor is presented in writing to the Architect within forty-eight hours of the occurrence of such delay.

Art. VIII. The Owner agree to provide all labor and materials essential to the conduct of this work not included in this contract in such manner as not to delay its progress, and in the event of failure so to do, thereby causing loss to the Contractor, agree that they will reimburse the Contractor for such loss; and the Contractor agree that if they shall delay the progress of the work so as to cause loss for which the Owner shall become liable, then they shall reimburse the Owner for such loss. Should the Owner and Contractor fail to agree as to the amount of loss comprehended in this Article, the determination of the amount shall be referred to arbitration as provided in Art. XII of this contract.

Art. IX. It is hereby mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be SIX THOUSAND TWO HUNDRED

NINETY TWO (\$6,292.00) DOLLARS.

subject to additions and deductions as hereinbefore provided, and that such sum shall be paid by the Owner to the Contractor, in current funds, and only upon certificates of the Architect, as follows:

On the tenth day of each month eighty-five percent (85%) of the value of labor and materials incorporated in the building during the month next preceeding on the presentation of a certificate issued by the Architect certifying the value of labor and materials incorporated during such month

The final payment shall be made within sixty-two (62) days after the completion of the work included in this contract, and all payments shall be due when certificates for the same are issued.

If at any time there shall be evidence of any lien or claim for which, if established, the Owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such lien or claim. Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises made obligatory in consequence of the Contractor default.

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ART. XI. The Owner shall during the progress of the work maintain insurance on the same against loss or damage by fire, the policies to cover all work incorporated in the building, and all materials for the same in or about the premises, and to be made payable to the parties hereto, as their interest may appear.

ART. XII. In case the Owner and Contractor fail to agree in relation to matters of payment, allowance or loss referred to in Arts. III or VIII of this contract, or should either of them dissent from the decision of the Architect referred to in Art. VII of this contract, which dissent shall have been filed in writing with the Architect within ten days of the announcement of such decision, then the matter shall be referred to a Board of Arbitration to consist of one person selected by the Owner, and one person selected by the Contractor, these two to select a third. The decision of any two of this Board shall be final and binding on both parties hereto. Each party hereto shall pay one-half of the expense of such reference.

Art. XIII. The contractor will carry Employer's Liability and all insurance other than fire insurance.

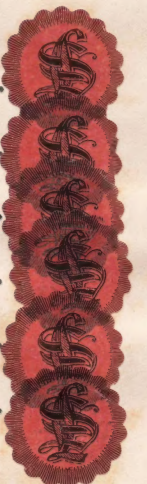
The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

In Presence of

Jay - Byrne Plumbing Co
Hugh M Byrne

Town of Southborough
By Charles F. Choate
Herbert E. Danfill
Harris D. Eaton
Michael E. McMay
Lynn H. Buntz



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BETWEEN

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AND

Town of Southborough Owner

FOR

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Southborough Grade School

July 26, 19 29

ARCHITECT

Charles M. Baker

25 Arch Street, Boston, Mass.

AMOUNT OF CONTRACT

\$6,292.00